

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the all-water and intermodal transportation of cargo, direct or via transshipment, between United States Atlantic, Gulf, and Pacific ports (including, without limitation, ports in the states of Hawaii and Alaska), and United States inland points (microbridge service) and coastal points (minilandbridge service) via such U.S. ports, on the one hand, and Mediterranean ports of Israel, ports in Egypt and Turkey, and Israeli, Turkish and Egyptian inland points (microbridge service) and coastal points via such ports, on the other hand, whether moving on a through bill of lading or otherwise (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 The Parties or any two (2) or more of them may, by meeting of their respective representatives or by correspondence, telex or telephone, discuss the provisions of their respective tariffs including, without limitation, rates, service items, rules, and service contracts in the Trade or any portion thereof, and reach consensus or agreement thereon or any aspect thereof, but shall, despite any such consensus or agreement, have no obligation under this Agreement to adhere, other than voluntarily, thereto.

5.2 The authority of the Parties includes consideration, discussion, exchange of information and statistics and, to the extent the Parties choose to do so, agreement, on all aspects of transportation and service in the Trade or any portion thereof, whether to be reflected in tariffs, service contracts or, if exempt from tariff filing, including rates (including commodity, class, project, volume, time-volume and

ARTICLE 11: EXPENSES

Each Party will bear its own expenses in connection with this Agreement, except as the Parties from time to time otherwise agree.

ARTICLE 12: MODIFICATIONS TO THE AGREEMENT

This Agreement and any modification hereto may be executed in writing by separate counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

ARTICLE 13: CIVIL PENALTIES

In the event civil penalties are imposed on the Agreement as a result of:

(a) the failure of one or more Parties to prepare and arrange for the filing of minutes of any discussion conducted or agreement reached outside of a regularly scheduled or convened meeting of the Agreement; or

(b) the failure of one or more Parties to submit in a timely manner the data necessary to complete the quarterly monitoring reports of the Agreement;

such penalties and all costs associated therewith (including but not limited to attorneys' fees) shall be the responsibility of the Parties that participated in such meeting(s) or failed to provide the monitoring report data, and said Parties shall be liable to non-participating Parties (with respect to minutes) or compliant Parties (with respect to monitoring reports) for any civil penalties and all costs associated therewith (including but not limited to attorneys' fees) such non-participating or compliant Parties may be required to pay as a result of the conduct described in this Article 13.